| AMENDMENT OF SOLICITATI   | ON/MODIFICATI   | ON OF CONTRACT   | 1. Contract l  |   | Page 1 Of 4  |
|---|---|--|--|---|--|
| 2. Amendment/Modification No.   | 3. Effective Date   | 4. Requisition/Purchase Req I  |  | 5. Project No.  | (If applicable)  |
| 0004  | 2007MAY18   | SEE SCHEDULE   |  |   |  |
| 6. Issued By  | Code W56HZV   | 7. Administered By (If other t   | han Item 6)  | •   | Code   |
| U.S. ARMY TACOM LCMC AMSTA-AQ-ATAD JAMES MARR (586)574-8301 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: NA  |   | SCD  | PAS  | ADP I   | OT.  |
| EMAIL: JAMES.MARR@US.ARMY.MIL  8. Name And Address Of Contractor (No., Stre   | et City County State and  | Trin Code  |  | nt Of Solicitation  |  |
|   |   |  | w56HZV-07-R-<br><b>9B. Dated (See</b><br>2007APR02                 | 10398<br>Titem 11)<br>tion Of Contract                                    |  |
| Code Facility Code  |   |  |  |   |  |
| 11. T   | THIS ITEM ONLY APPLIE   | ES TO AMENDMENTS OF SO   | LICITATION   | IS  |  |
| is extended, is not extended.  Offers must acknowledge receipt of this ame (a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter, propening hour and date specified.  12. Accounting And Appropriation Data (If received) | ning <u>2 signed</u> copies of<br>telegram which includes a<br>D AT THE PLACE DESIGN<br>ON OF YOUR OFFER. If I<br>provided each telegram or | of the amendments: (b) By acknowledge of the solicitation and GNATED FOR THE RECEIPT by virtue of this amendment you | owledging reco<br>l amendment n<br>OF OFFERS l<br>ı desire to chai | eipt of this ame n<br>numbers. FAILU<br>PRIOR TO THE<br>nge an offer alre | dment on each copy of the<br>URE OF YOUR<br>HOUR AND DATE<br>ady submitted, such |
| 13. THIS  |   | O MODIFICATIONS OF CON   |  | DERS  |  |
| A. This Change Order is Issued Pursua<br>The Contract/Order No. In Item 10.   | nt To:  |  |  | nanges Set Forth  | In Item 14 Are Made In   |
| B. The Above Numbered Contract/Orde<br>Set Forth In Item 14, Pursuant To T  | er Is Modified To Reflect T   | e i  | ch as changes  | in paying office,   | appropriation data, etc.)  |
| C. This Supplemental Agreement Is En  | tered Into Pursuant To Au   | thority Of:  |  |   |  |
| D. Other (Specify type of modification a  | and authority)  |  |  |   |  |
| E. IMPORTANT: Contractor is not,  | is required to sign   | this document and return   |  | copies to the Issu  | ing Office.  |
| 14. Description Of Amendment/Modification (   | Organized by UCF section  | headings, including solicitation   | /contract subje  | ect matter where  | feasible.)   |
| SEE SECOND PAGE FOR DESCRIPTION   |   |  |  |   |  |
| Except as provided herein, all terms and condi and effect.  |   | renced in item 9A or 10A, as her   | retofore chang   | ed, remains uncl  | nanged and in full force   |
| 15A. Name And Title Of Signer (Type or print  | )   | 16A. Name And Title C  | Of Contracting   | Officer (Type or  | r print)   |
| 15B. Contractor/Offeror   | 15C. Date Signed  | 16B. United States Of A  | /SIGNED/   | Dec   | 16C. Date Signed   |
| (Signature of person authorized to sign) NSN 7540-01-152-8070   |   | 30-105-02 (Signature of  | Contracting (  |   | ORM 30 (REV. 10-83)  |
| - 10-1 / 27U-U1-124-UU/U  |   | OU IUD-UM  |  | PARTONINE   | / A SALITA O O ( A SALIT F & A D'O O O )   |

| CONT | INUAT | ION S | SHEET |
|------|-------|-------|-------|

# Reference No. of Document Being Continued

**PIIN/SIIN** W56HZV-07-R-0398

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### Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

The Purpose of Amendment 0004 on solicitation W56HZV07R0398 IS TO;

- 1. Amendment 0003 has not been issued and will not be issued.
- 2. Add the packaging requirements clause 52-211-4514.
- 3. The solicitation closing date remains unchanged.
- 4.. All other terms and conditions remain the same.

\*\*\* END OF NARRATIVE A 0003 \*\*\*

## **CONTINUATION SHEET**

### Reference No. of Document Being Continued

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| Na | me | of | Offeror | or C | Contra | ctor: |
|----|----|----|---------|------|--------|-------|
|    |    |    |         |      |        |       |

| SECTION | D - | _ | PACKAGING | AND | MARKING |
|---------|-----|---|-----------|-----|---------|
|         |     |   |           |     |         |

| <u>Status</u> | Regulatory Cite | Title                                 |              | Date     |
|---------------|-----------------|---------------------------------------|--------------|----------|
| 1 CHANGED     | 52.211-4514     | PACKAGING REQUIREMENTS (SPECIFICATION | S/STANDARDS) | NOV/2005 |

- (a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.
  - (b) The following requirements shall apply:
    - (1) LEVEL OF PRESERVATION: M
    - (2) LEVEL OF PACKING: B
    - (3) QUANTITY PER UNIT PACKAGE: 001
    - (4) SPECIFICATION/STANDARD: MIL-STD-2073-1D APPENDIX D
- (c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

#### (d) Marking:

- (1) In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P(3), dated 29 Oct. 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee."
- (4) Commercial software may be used to generate a Military Shipment Label / Issue Receipt Document (MSL/IRRD)including the required Code 39 and 2D (PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129P. Contractors shall insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC. (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)
- (e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant

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Name of Offeror or Contractor:

Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

- (f) Hazardous Materials (As applicable):
- (1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- (2) When applicable, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:
  - International Air Transport Association (IATA) Dangerous Goods Regulations
  - International Maritime Dangerous Goods Code (IMDG)
  - Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
  - Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).
- (3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
  - (g) SUPPLEMENTAL INSTRUCTIONS:
    CONTRACTOR MUST PROVIDE ACTUAL UNIT PACK WEIGHT, UNIT PACK CUBE AND UNIT PACK SIZE TO THE FOLLOWING E-MAIL ADDRESS:
    PACKAGING@TACOM.ARMY.MIL

[End of Clause]